

Exhibit 4

Meta Business Tools Terms

When you use any of the **Meta Business Tools** to send us or otherwise enable the collection of Business Tool Data (as defined in Section 1 below), these Business Tools Terms govern the use of that data.

Background: Ad Products and other Business Tools

We may receive Business Tool Data as a result of your use of Meta ad products, in connection with advertising, matching, measurement and analytics. Those ad products include, but are not limited to, Meta Pixel, Conversions API (formerly known as Server-Side API), Facebook SDK for App Events, Offline Conversions and App Events API. We also receive Business Tool Data in the form of impression data sent by Facebook Social Plugins (for example the Like and Share buttons) and Facebook Login, and data from certain APIs such as Messenger Customer Match via the Send API. Meta may also offer pilot, test, alpha, or beta programs from time to time through which you may provide Business Tool Data. Uses of Business Tool Data are described below.

By clicking "Accept" or using any of the Meta Business Tools, you agree to the following:

1. Sharing Business Tool Data with Meta

- a. You may use the Meta Business Tools to send us one or both of the following types of personal information ("**Business Tool Data**") for the purposes described in Section 2:
 - i. "**Contact Information**" is information that personally identifies individuals, such as names, email addresses, and phone numbers, that we use for matching purposes only. We will hash Contact Information that you send to us via a Meta JavaScript pixel for matching purposes prior to transmission. When using a Meta image pixel or other Meta Business Tools, you or your service provider must hash Contact Information in a manner specified by us before transmission.
 - ii. "**Event Data**" is other information that you share about people and the actions that they take on your websites and apps or in your shops, such as visits to your sites, installations of your apps, and purchases of your products. While Event Data does include information collected and transferred when people access a website or app with [Facebook Login](#) or [Social Plugins](#) (e.g. the Like button), it does not include information created when an individual interacts with our platform via Facebook Login, Social Plugins, or otherwise (e.g. by logging in, or liking or sharing an article or song). Information created when an individual interacts with our platform via Facebook Login, Social Plugins, or otherwise is governed by the [Platform Terms](#).
 - iii. Note: for purposes of these Business Tools Terms, references in existing terms or agreements to "Customer Data" will now mean "Business Tool Data."
- b. Subject to Section 1.d, we will not share Business Tool Data that you provide to us with third parties (including advertisers) unless you advise us that we are permitted to do so or we are required to do so by law.
- c. We will implement processes and procedures to protect the confidentiality and security of the Business Tool Data, including by maintaining appropriate organizational, technical and physical safeguards that are designed to (a) protect the security and integrity of the Business Tool Data while they are within our systems and (b) guard against the accidental or unauthorized access, use, alteration, or disclosure of Business Tool Data within our systems. These processes and procedures include the measures listed in Meta's [Data Security Terms](#) (as updated from time to time, for example, to reflect technological developments) which are expressly incorporated into these Business Tools Terms.
- d. You agree that Meta may provide access to and/or a copy of Event Data about a particular individual to that individual upon their request.
- e. You represent and warrant that you (and any data provider that you may use) have all of the necessary rights and permissions and a lawful basis (in compliance with all applicable laws, regulations and industry guidelines) for the disclosure and use of Business Tool Data.
- f. You will notify us promptly in writing of any actual or threatened complaint or challenge related to the use of any Business Tool Data under these Business Tools Terms and will cooperate with us in responding to such a complaint or challenge.
- g. If you are using or sharing the Business Tool Data on behalf of or together with a third party, you also represent and warrant that you have the authority as agent to such third party to use, share, and process such data on its behalf and bind such third party to these Business Tools Terms. You will only use or share the Business Tool Data or any audience or reports generated through use of the Business Tool Data with or on behalf of such third party.
- h. You represent and warrant that you will not share Business Tool Data with us that you know or reasonably should know is from or about children under the age of 13 or that includes health, financial information or other categories of sensitive information (including any information defined as sensitive under applicable laws, regulations and applicable industry guidelines).

2. Use of Business Tool Data

- a. We may use Business Tool Data for the following purposes:
 - i. **Contact Information for Matching**
 1. You instruct us to process the Contact Information solely to match the Contact Information against user IDs ("**Matched User IDs**"), as well as to combine those user IDs with corresponding Event Data. We will delete Contact Information following the match process.
 - ii. **Event Data for Measurement and Analytics Services**
 1. You may instruct us to process Event Data to provide measurement and analytics services and products, including to (a) prepare reports on your behalf on the impact of your advertising campaigns and other online content, including attributing your conversions with impressions shown through our platform ("**Campaign Reports**") and (b) generate analytics and insights about people and their use of your apps, websites, products and services ("**Analytics**").
 2. We grant to you a non-exclusive and non-transferable license to use the Campaign Reports and Analytics for your internal business purposes only and solely on an aggregated and anonymous basis for measurement purposes. You will not disclose the Campaign Reports or Analytics, or any portion thereof, to any third party, unless otherwise agreed to in writing by us. We will not disclose the Campaign Reports or Analytics, or any portion thereof, to any third party without your permission, unless (i) they have been combined with Campaign Reports and Analytics from numerous other third parties and (ii) your identifying information is removed from the combined Campaign Reports and Analytics.
 - iii. **Event Data for Targeting Your Ads**

1. You may provide Event Data to target your ad campaigns to people who interact with your business. You may direct us to create custom audiences, which are groups of users of **Meta Products** based on Event Data, to target ad campaigns (including Website Custom Audiences, Mobile App Custom Audiences, and Offline Custom Audiences). Meta will process Event Data to create such audiences for you. You may not sell or transfer these audiences, or authorize any third party to sell or transfer these audiences. Meta will not provide such audiences to other advertisers unless you or your service providers share audiences with other advertisers through tools we make available for that purpose, subject to the restrictions and requirements of those tools and our terms.
2. These Business Tools Terms apply to the use of Website Custom Audiences, Mobile App Custom Audiences, and Offline Custom Audiences created through Meta's Business Tools. Customer List Custom Audiences provided through our separate custom audience feature are subject to the **Customer List Custom Audience Terms**.

iv. **Event Data To Deliver Commercial and Transactional Messages**

1. We may use the Matched User IDs and associated Event Data to help you reach people with transactional and other commercial messages on Messenger and other **Meta Products**.

v. **Event Data to Improve Ad Delivery, Personalize Features and Content and to Improve, Provide and Secure the Meta Products**

1. In connection with ad targeting and ads delivery, we will: (i) use your Event Data for ads delivery only after aggregating such Event Data with other data collected from other advertisers or otherwise collected on Meta Products; and (ii) not allow other advertisers or third parties to target advertising solely on the basis of your Event Data.
2. We may correlate Event Data to people who use Meta Products to support the objectives of your ad campaign, improve the effectiveness of ad delivery, and determine the relevance of ads to people. We may use Event Data to personalize the features and content (including ads and recommendations) that we show people on and off our Meta Products.
3. To improve the experience for people who use Meta Products, we may also use Event Data to promote safety and security on and off the Meta Products, for research and development purposes and to maintain the integrity of and to provide and improve the Meta Products.

3. Special Provisions Concerning the Use of Certain Business Tools

- a. This section applies to your use of Business Tools to enable Meta to store and access cookies or other information on an end user's device.
- b. You (or partners acting on your behalf) may not place pixels associated with your Business Manager or ad account on websites that you do not own without our written permission.
- c. You represent and warrant that you have provided robust and sufficiently prominent notice to users regarding the Business Tool Data collection, sharing and usage that includes, at a minimum:
 - i. For websites, a clear and prominent notice on each web page where our pixels are used that links to a clear explanation (a) that third parties, including Meta, may use cookies, web beacons, and other storage technologies to collect or receive information from your websites and elsewhere on the Internet and use that information to provide measurement services, target and deliver ads, (b) how users can opt-out of the collection and use of information for ad targeting, and (c) where a user can access a mechanism for exercising such choice (e.g., providing links to: <http://www.aboutads.info/choices> and <http://www.youronlinechoices.eu/>).
 - ii. For apps, a clear and prominent link that is easily accessible inside your app settings or any privacy policy and from within any store or website where your app is distributed that links to a clear explanation (a) that third parties, including Meta, may collect or receive information from your app and other apps and use that information to provide measurement services, target and deliver ads, and (b) how and where users can opt-out of the collection and use of information for ad targeting.
- d. In jurisdictions that require informed consent for storing and accessing cookies or other information on an end user's device (such as but not limited to the European Union), you must ensure, in a verifiable manner, that an end user provides all necessary consents before you use Meta Business Tools to enable the storage of and access to Meta cookies or other information on the end user's device. (For suggestions on implementing consent mechanisms, visit our [Cookie Consent Resource](#).)

4. Modification, Termination, and Retention:

- a. We may modify, suspend, or terminate your access to, or discontinue the availability of the Meta Business Tools at any time. You may discontinue your use of the Meta Business Tools at any time.
- b. Subject to these Business Tools Terms, we may retain the Event Data for a maximum of two years. We may retain any audiences you create using the Event Data until you delete them via your account tools. These Business Tools Terms do not replace any terms applicable to your purchase of advertising inventory from us (including but not limited to the **Self-Serve Ad Terms** and the **Meta Advertising Standards**) and such terms will continue to apply to your ad campaigns. Meta's **Customer List Custom Audience Terms** will not apply to audiences generated through the processing of Business Tool Data under these Business Tools Terms.
- c. We reserve the right to monitor or audit your compliance with these Business Tools Terms.
- d. These Business Tools Terms supplement and amend the **Commercial Terms of Service**. Meta may update these Business Tools Terms from time to time. By continuing to access or use the Business Tools after any update, you agree to be bound by it.
- e. Nothing in these Business Tools Terms will prevent us from making disclosures to our users in relation to Meta Business Tools as we may be advised or as we may determine are appropriate or required under applicable law.
- f. In the event of any express conflict between these Business Tools Terms and the Commercial Terms, these Business Tools Terms will govern solely with respect to your use of the Meta Business Tools, and solely to the extent of the conflict.

5. Additional Terms for Processing of Personal Information

- a. **GDPR.** To the extent the Business Tool Data contain Personal Information which you Process subject to the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), the following terms apply:
 - i. The parties acknowledge and agree that you are the Controller in respect of the Processing of Personal Information in Business Tool Data for purposes of providing matching, measurement and analytics services described in Sections 2.a.i and 2.a.ii above (e.g. to provide you with Analytics and Campaign Reports), and that you instruct Meta Platforms Ireland Limited, Block J, Serpentine Avenue, Dublin 4 Ireland ("Meta Ireland") to Process such Personal Information for those purposes on your behalf as your Processor pursuant to these Business Tools Terms and Meta's **Data Processing Terms**. The **Data Processing Terms** are expressly incorporated herein by reference and apply between you and Meta Ireland together with these Business Tools Terms.

- ii. Regarding Personal Information in Event Data referring to people's actions on your websites and apps which integrate Meta Business Tools for whose Processing you and Meta Ireland jointly determine the means and purposes under the GDPR, you and Meta Ireland acknowledge and agree to be Joint Controllers in accordance with Article 26 GDPR. The joint controllership extends to the collection of such Personal Information via the Meta Business Tools and its subsequent transmission to Meta Ireland in order to be used for the purposes set out above under Sections 2.a.iii to 2.a.v.1 ("Joint Processing"). For further information, click [here](#). The Joint Processing is subject to the **Controller Addendum**, which is expressly incorporated herein by reference and applies between you and Meta Ireland together with these Business Tools Terms. Meta Ireland remains an independent Controller in accordance with Article 4(7) GDPR for any Processing of such data that takes place after it has been transmitted to Meta Ireland.
- iii. You, as the case may be, and Meta Ireland remain independent Controllers in accordance with Article 4(7) GDPR for any Processing of Personal Information in Business Tool Data under GDPR not subject to Sections 5.a.i and 5.a.ii.
- b. Section 5.a.i also applies when you are in Andorra, Azores, Canary Islands, Channel Islands, French Guiana, Guadeloupe, Isle of Man, Madeira, Martinique, Mayotte, Monaco, Réunion, San Marino, Saint Barthélemy, Saint-Martin, Switzerland, United Kingdom sovereign bases in Cyprus (Akrotiri and Dhekelia), and Vatican City.
- c. **UK GDPR.** To the extent the Business Tool Data contain Personal Information which you Process subject to the UK GDPR (as defined in the UK's Data Protection Act 2018), the following terms apply:
 - i. The parties acknowledge and agree that you are the Controller in respect of the Processing of Personal Information in Business Tool Data for purposes of providing matching, measurement and analytics services described in Sections 2.a.i and 2.a.ii above (e.g. to provide you with Analytics and Campaign Reports), and that you instruct Meta Platforms, Inc., 1601 Willow Road, Menlo Park, CA 94025, USA to Process such Personal Information for those purposes on your behalf as your Processor pursuant to these Business Tools Terms and Meta's **Data Processing Terms**. The **Data Processing Terms** apply between you and Meta Platforms, Inc.
 - ii. Regarding Personal Information in Event Data referring to people's actions on your websites and apps which integrate Meta Business Tools for whose Processing you and Meta Platforms, Inc. jointly determine the means and purposes under UK GDPR, you and Meta Platforms, Inc. acknowledge and agree to be Joint Controllers in accordance with Article 26 UK GDPR. The joint controllership extends to the collection of such Personal Information via the Meta Business Tools and its subsequent transmission to Meta Platforms, Inc. in order to be used for the purposes set out above under Sections 2.a.iii to 2.a.v.1 ("**UK Joint Processing**"). For further information, click [here](#). The UK Joint Processing is subject to the **UK Controller Addendum**, which is expressly incorporated herein by reference and applies between you and Meta Platforms, Inc. Meta Platforms, Inc. remains an independent Controller for any Processing of such data that takes place after it has been transmitted to Meta Platforms, Inc.
 - iii. You, as the case may be, and Meta Platforms, Inc. remain independent Controllers for any Processing of Personal Information in Business Tool Data under UK GDPR not subject to Sections 5.c.i and 5.c.ii.
 - iv. The **UK Data Transfer Addendum** applies to any transfers of Personal Data to Meta Platforms, Inc. under this Section 5.c.
 - v. For the avoidance of doubt, this Section 5.c takes precedence over Sections 5.a and 5.b where the Personal Information relates to individuals living in the UK. In all other cases, Section 5.a and 5.b (as applicable) takes precedence.
- d.
 - i. To the extent the Business Tool Data contain Personal Information which you Process not subject to GDPR or UK GDPR and you are not in any of the territories listed in Section 5.b, you acknowledge and agree that you are the Controller in respect of the Processing of such Personal Information for purposes of providing matching, measurement and analytics services described in Sections 2.a.i and 2.a.ii above (e.g. to provide you with Analytics and Campaign Reports), and you instruct Meta Platforms, Inc., 1601 Willow Road, Menlo Park, CA 94025, USA to Process such Personal Information for those purposes on your behalf as your Processor pursuant to these Business Tools Terms and Meta's **Data Processing Terms**. The **Data Processing Terms** are expressly incorporated herein by reference and apply in addition to these Business Tools Terms.
 - ii. The parties acknowledge and agree that the US **State-Specific Terms** may apply to the provision and use of Meta's Business Tools and are incorporated into these Business Tools Terms by reference. When the Limited Data Use flag is enabled, Meta will process that Event Data as set forth in Section 2.a.ii above, the State-Specific Terms or as otherwise permitted by applicable law.
- e. "Personal Information", "Controller", "Processor" and "Processing" in this Section have the meanings set out in the **Data Processing Terms**.

Note:

- i. We have updated these Business Tools Terms, including changing its name to the Meta **Business Tools Terms**. For purposes of the Meta Business Tools Terms, references in existing terms or agreements to the "Facebook Business Tools" will now mean Meta Business Tools.
- ii. For the purposes of the Meta Business Tools Terms, references in existing terms or agreements to (i) "Sales Data" will now mean Business Tool Data; (ii) "User Information" will now mean Contact Information; (iii) "Sales Transaction Data" will now mean Event Data; (iv) "Matched Data" will now mean Event Data that is combined with Matched User IDs; (v) "Unmatched Data" will now mean Event Data that is not combined with Matched User IDs; (vi) "Reports" will now mean Campaign Reports; and (vii) "OC" will now mean our Offline Conversions feature.

Effective date: April 25, 2023

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